

EMPLOYMENT AGREEMENT  
BETWEEN

THE TOWNSHIP OF LAWRENCE

AND

THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 73, AFL-CIO, LOCAL 2476

JANUARY 1, 2003 TO DECEMBER 31, 2005

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## PREAMBLE

This two-year Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the TOWNSHIP OF LAWRENCE, in the County of Mercer, a Municipal Corporation in the State of New Jersey (hereinafter referred to as the "Township"), and Local 2476, Council 73 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Section 1, Recognition, in order that more efficient and progressive public service may be rendered. This Agreement will expire on the 31<sup>st</sup> day of December 2005.

SECTION 1  
RECOGNITION

The Township recognizes the Union as the bargaining agent for the purpose of collective negotiations of all employees whose titles are set forth in Section 5.2 hereafter, but excluding managerial executives, confidential employees and all other supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act, and all other employees of the Township of Lawrence.

## SECTION 2 MANAGEMENT RIGHTS

It is recognized that there are certain functions, responsibilities and rights exclusively reserved to the public employer, among which are the direction and operation of the Public Works Department, the types of work to be performed, the work assignments of employees, the machinery, tools and equipment to be used, shift schedules, hours of work, the making and enforcing of rules and regulations for discipline and safety of its employees. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

SECTION 3  
DUES DEDUCTION

Section 3.1

Upon receipt of the lawfully executed written authorization from an employee, the Township agrees to deduct the regular monthly Union dues of such employee from his pay and remit such deduction by the tenth (10<sup>th</sup>) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Township in writing of the exact amount of such regular membership dues to be deducted. This authorization shall remain in effect during the life of this Agreement

Section 3.2

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, PROVIDED that no modification is made in this provision by a successor agreement between the Union and the Township. For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year-to-year shall be considered to be in continuous employment.

Section 3.3

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that shall rise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this article.

## SECTION 4 HOURS AND OVERTIME

### Section 4.1

The normal workweek shall consist of five (5) consecutive days of eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week. Lunch break shall be forty-five (45) minutes, with a morning break of fifteen (15) minutes and no afternoon break. All breaks are to be determined by a supervisor.

### Section 4.2

Time-and-one-half (1-1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions:

- a) DAILY – All work performed in excess of eight (8) hours in any workday; or
- b) WEEKLY – All work performed in excess of forty (40) hours; or
- c) ALL work performed on the Saturday of any workweek

### Section 4.3

Double-time the employee's regular rate of pay shall be paid for work under the following conditions:

- a) ALL work performed on the Sunday of any workweek; or
- b) ALL work performed in excess of sixteen (16) hours continued until a full eight (8) hour break occurs; or
- c) Employees working holidays will receive a day's pay plus a day's pay for the holiday, except for work performed on Thanksgiving Day and Christmas Day where compensation will be double-time plus a day's pay.

### Section 4.4

Overtime opportunities will be distributed as equally as possible among employees in the same job classification and department. It is understood that nothing in this clause shall require payment for overtime hours not worked.

SECTION 5  
WAGE SCHEDULE

Section 5.1

Effective January 1, 2000, January 1, 2001 and January 1, 2002 all employees covered by this Agreement shall receive a wage increase of 3.25% over base salary each year. In addition to the annual increase, employees not at the maximum of the step guide will move one step up on the guide on the anniversary date of the employee (see new guide).

Section 5.2

The following schedule (see Appendix 2) represents the minimum and maximum salaries for all Civil Service classifications with this unit in accordance with the salary plan and increment system.

Section 5.3

New employees shall be employed at the minimum salary unless the Municipal Manager determines that the needs of the service or employee experience warrants a higher compensation.

Section 5.4

All title upgrades must be negotiated with the Union. All requests for title upgrades must go through the Union.

Section 5.5

Seasonal employees shall not work more than four (4) months per year. Exceptions may be made where it is necessary to complete the summer work schedules.

Section 5.6

Employees on lay-off shall be offered employment as seasonal employees prior to hiring new personnel.

Section 5.7

Seasonal employees may not be hired above the salary of a bargaining unit member holding the same job title.



SECTION 6  
HEALTH AND RETIREMENT BENEFITS

Section 6.1

The Township agrees to provide fully paid health insurance for all employees and their dependents through the New Jersey State Health Benefits Program.

Section 6.2

The Township agrees to provide retirement benefits in accordance with applicable New Jersey statutes.

Section 6.3

The Township agrees to provide a drug prescription program for employees and their dependents through the New Jersey State Health Benefits Program.

Section 6.4

The Township will pay 50% on an approved dental plan for employees and their families and reserves the right to choose the insurance carrier for these programs. Employees shall have an option to participate in the program.

Section 6.5

The Township will pay for a life insurance policy in the amount of \$5,000 for a natural death and will increase to \$10,000 in the event of an accidental death. The Township reserves the right to choose the insurance carrier to this program.

Section 6.6

Post-retirement health benefits will be provided through the New Jersey State Health Benefit Plan. Retirees qualify under the following conditions:

- a) Disability retirement
- b) Service retirement with at least 25-years in a state-approved pension system and at least 10-years with Lawrence Township.
- c) Service retirement at age 62 or older with at least 15-years service with Lawrence Township.

The limit of post-retirement coverage is as follows:

- a) Retirement under age 55, Township pays for coverage for ten-years from date of retirement for retiree and dependents.
- b) Retirement between ages 55 and 60, Township pays for coverage until age 65 for retiree and dependents.
- c) Retirement between ages 60 and 65, Township pays for coverage until age 65 for retiree and dependents and pays for coverage for only retiree for a period of 5-years from date of retirement. (Example: Employee retires on 63<sup>rd</sup> birthday, Township pays coverage cost for retiree and dependent to age 65 and pays coverage cost for retiree only until 68<sup>th</sup> birthday.)
- d) Retirement at age 65 or older, Township pays for coverage for 5-years from date of retirement for retiree only.

#### Section 6.7

The Township will pay \$200.00 annually per employee toward the cost of an eye exam, eyeglasses, contact lenses or a physical examination. In all cases, the Township will only reimburse up to \$100.00 per year per employee upon submission of receipts to substantiate the costs. For 2004 the annual amount is \$250.00.

#### Section 6.8

Effective January 1, 1991, any employee not using sick days in a calendar year will be paid \$100.00.

#### Section 6.9

An employee who elects not to enroll in any health benefit plan and/or prescription drug plan and provides documentation of comparable coverage from another source (e.g., a spouse's employer) shall be entitled to receive a cash payment equivalent to one-half the cost of single health benefits and/or prescription drug coverage. Such payment will be made semi-annually within thirty (30) days of the mid-point and the end of the enrollment period. Employees will be eligible to re-enroll during the year under special circumstances as outlined in the NJ State Health Benefits Plan.

Section 6.10

Married employees where both parties are employees or retirees of the Township of Lawrence shall be covered for health benefits under one policy. No duplicate coverages.

SECTION 7  
PAID LEAVES OF ABSENCE

Section 7.1

In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the date of death or the day of the funeral, but in no event shall said leave exceed four (4) consecutive working days per incident, except in a case where the funeral is more than (4) consecutive working days after the day of death, in which case the day of the funeral shall be granted with pay, or in the case of spouse or child, in which case said leave shall not exceed ten (10) consecutive working days per incident.

Section 7.2

The term "immediate family" includes wife, husband, daughter, son, father, mother, brother, sister, grandchildren, mother-in-law, father-in-law or a relative who is regularly living in the employee's household.

Section 7.3

In the event of the death of an employee's grandmother, grandfather, aunt, uncle or cousin, the day of the funeral will be granted as time off without loss of compensation unless the relative permanently resided in the employee's household.

Section 7.4

Notwithstanding the content of the foregoing subparagraph, the Municipal Manager, in his sole discretion, may grant special consideration in those situations which are not covered by the above circumstances.

Section 7.5

Any employee who is disabled because of occupational injury or occupational illness shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such an employee for workmen's compensation shall be reduced by the amount of workmen's compensation paid under the New Jersey workmen's Compensation Act. Such leave shall be limited to a maximum of six (6) months from the date of injury or illness or until workmen's compensation payments terminate, whichever is sooner.

#### Section 7.6

Employees returning from authorized leave of absence as set forth above will be restored to their original job classification or comparable job, if budgetary or policy decisions have eliminated the original job, at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

#### Section 7.7

All full-time permanent, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay based upon their aggregate years of service.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods for the attendance of the employee upon the member of the immediate family who is seriously ill.

#### Section 7.8

The minimum sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. Any amount of sick leave allowance not used in a calendar year shall accumulate to the employee's credit from year-to-year to be used if and when needed for such purpose.

#### Section 7.9

If an employee is absent for reasons that entitle him to sick leave, his SUPERVISOR SHALL BE NOTIFIED PRIOR TO THE EMPLOYEE'S STARTING TIME, or in conformance with department regulations.

#### Section 7.10

The appointing authority may require proof of illness of employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause of disciplinary action. In the case of leave of absence due to exposure to contagious disease, a certificate from the Health Department shall be required.

### Section 7.11

An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to attend Union conventions. The Union shall designate no more than two (2) employees. The time allocated for paid attendance at such conventions, seminars and educational conferences shall not exceed ten (10) days.

### Section 7.12

Every employee shall be entitled to three (3) days with pay each calendar year for personal leave for the following reasons:

- a) Religious observances
- b) Doctor or dental appointments
- c) Marriages or births
- d) All other legal or personal affairs that must take place during working hours
- e) Employee's birthday

The Municipal Manager shall promulgate procedural guidelines for taking personal leave. All employees shall be compensated for those personal days not utilized at straight time pay in January of the following calendar year. Requests for personal days, even when requested on the morning of date requested, will not be unreasonably denied.

### Section 7.13

**SEVERANCE PAY:** Upon retirement of any employee in accordance with applicable statutes and regulations, said employee shall be entitled to a lump sum cash payment in an amount equal to fifty percent (50%) of his accumulated sick leave provided, however, that said payment shall in no event exceed the sum of fifteen thousand dollars (\$15,000). Full-time employees shall be entitled to terminal leave payment upon retirement provided that the employee shall furnish proof of retirement to the Township. The form of this proof shall be in the form of a copy of the employee's first retirement check from the Public Employee's Retirement System (PERS).

#### Section 7.14

Effective January 1, 1989, an extended sick leave program was established by the Township. The intent of this program is to provide disability protection for employees covered under this contract.

Each employee will be granted extended sick leave for a period not to exceed ninety (90) calendar days during any twelve (12) month period for non-work related illness or injury. This leave is only for employee related circumstances.

Requests for extended sick leave must be made to the Municipal Manager. In order to be granted said leave, the employee must first use all available sick days, vacation days and personal leave time. The extended sick leave period will commence the first day following the sick date that all available leave has been exhausted. Holidays will not count when computing the extended sick leave period.

In order to be eligible for extended sick leave, the employee or his/her designated representative must present to the Municipal Manager a medical certificate signed by a licensed medical doctor indicating the nature of the illness or injury. This certificate must also indicate when the employee will be able to return to normal duties. The employee or his/her designated representative must also provide the Municipal Manager with a progress report every thirty (30) calendar days from the commencement of the extended sick leave period. This report must be in the form of a medical certificate signed by a licensed medical doctor and must indicate when the employee will be able to return to normal duties. Failure to provide this certificate will result in the cancellation of the extended sick leave.

The Township, through the Municipal Manager, will discuss with the Union prior to implementing any other rules and regulations regarding extended sick leave that are not stated herein.

SECTION 8  
NON-PAID LEAVES OF ABSENCE

Section 8.1

The Township will grant leaves of absence to two (2) employees, not more than one (1) from any Division, to accept full time Union employment. Sixty (60) days notice shall be given to the Township by an employee requesting such leave. Said leave shall not exceed twelve (12) months.

Section 8.2

All other leaves of absence without pay shall be at the discretion of the Township.

Section 8.3

Employees returning from authorized leaves of absence, as set forth above will be restored to their original job classification or comparable job if budgetary or policy decisions have eliminated the original job at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits, provided, however, that sick leave and vacation leave and longevity credits shall not accrue with exception of those on military leave.



## SECTION 9 SENIORITY

### Section 9.1

Seniority is defined as an employee's total length of service with the Township beginning with his date of hire.

### Section 9.2

In all applications of seniority where ability to perform work and physical fitness are equal, seniority shall be given preference in promotions, demotions, layoffs, recall and vacation schedules, in accordance with the rules and regulations governing such matters as promulgated by Civil Service and applicable to municipalities.

### Section 9.3

The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

### Section 9.4

The Township shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

### Section 9.5

For the purpose of movement on the step guide, the employee anniversary date is the first of the month in which the employee was hired or, in the case of promotion, the first of the month in which the employee was promoted to his/her current title.

## SECTION 10

### HOLIDAYS

#### Section 10.1

The following dates are recognized paid holidays whether or not worked:

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. New Year's Day                | 8. Labor Day               |
| 2. Martin Luther King's Birthday | 9. Columbus Day            |
| 3. Lincoln's Birthday            | 10. Election Day           |
| 4. Washington's Birthday         | 11. Veteran's Day          |
| 5. Good Friday                   | 12. Thanksgiving Day       |
| 6. Memorial Day                  | 13. Day After Thanksgiving |
| 7. Independence Day              | 14. Christmas Day          |

#### Section 10.2

In the event holidays enumerated in 10.1 above fall on a weekend, each employee shall be entitled to a compensatory day off to be scheduled by the Municipal Manager within six (6) weeks of the holiday, except that if Christmas and New Year's Day fall on a Saturday, then the preceding Friday shall be observed as a holiday and if they fall on a Sunday, the following Monday shall be celebrated at the employee's option unless the Township determined that it cannot be taken because of pressure of work.

#### Section 10.3

In order to be eligible for holiday pay, an employee must be on the active payroll of the Township and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized.

SECTION 11  
EQUAL TREATMENT

Section 11.1

The Township agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, handicap, union membership or union activities.

SECTION 12  
VACATION LEAVE

Section 12.1

The following vacation schedule shall apply:

<u>EMPLOYMENT PERIOD</u>	<u>VACATION</u>
From date of appointment to December 31 <sup>st</sup> of the year of appointment	1 Working day per month
For each succeeding year through the fifth (5 <sup>th</sup> ) year of employment	12 Working days per calendar year
From the sixth (6 <sup>th</sup> ) year through the tenth (10 <sup>th</sup> ) year of employment	15 Working days per calendar year
From the eleventh (11 <sup>th</sup> ) year through the fifteenth (15 <sup>th</sup> ) year of employment	20 Working days per calendar year
From the sixteenth (16 <sup>th</sup> ) year of employment and each year thereafter	25 Working days per calendar year

Section 12.2

If an employee is called back to work while on vacation, he shall be paid at the rate of twice his regular rate of pay for all hours worked and shall not lose vacation day or days.

Section 12.3

Unused vacation may be accumulated one-year beyond the calendar year in which it is earned, subject to the approval of the Municipal Manager. This approval will not be unreasonably denied.

Section 12.4

An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year.

Section 12.5

Whenever an employee dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

Section 12.6

Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay except military leave.

SECTION 13  
EQUAL PAY FOR EQUAL WORK

Any employee who performs work in a higher pay classification than his own for at least four (4) consecutive hours in any workday shall receive the rate of pay at the maximum of the new range for the period he/she worked in that range.

SECTION 14  
CLASSIFICATIONS AND JOB DESCRIPTIONS

Section 14.1

The classification for employees covered by this Agreement is attached hereto as Appendix A and by reference is made part of this Agreement.

Section 14.2

If during the term of this Agreement the Township determines that new job descriptions and/or clarifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter may be referred by the Township to the grievance procedure.

## SECTION 15 DISCIPLINE

### Section 15.1

No employee may be suspended for a period of more than five days without first having a disciplinary hearing. Notice of such hearing, along with specifications shall be furnished to the employee with a copy to the Union President and to the Union Council office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union Steward and Council Representative.

### Section 15.2

The person initiating any such charges shall not be the presiding officer of a grievance.

### Section 15.3

Any suspension of five (5) days or less may become the subject of a grievance.

### Section 15.4

Any suspension in excess of five (5) days or any removal of an employee may be appealed to Civil Service or may be appealed to arbitration provided the Union supports the request for arbitration. The employee shall have ten (10) days from the date of receipt of final notice of disciplinary action to indicate his choice. His choice of either arbitration or Civil Service hearing shall be final and irrevocable.



SECTION 16  
GRIEVANCE PROCEDURE

Section 16.1

DEFINITION: The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

Section 16.2

Any grievance of an employee or of the Union shall be handled in the following manner:

STEP 1. The aggrieved employee and/or Union representative, or both, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days after the occurrence of the event or knowledge thereof out of which the grievance arises. The immediate supervisor shall then attempt to adjust the matter and shall respond to the employee and Union representative within five (5) working days.

STEP 2. If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing by the Union representative to the Department head within five (5) days after the immediate supervisor's response is due. The Department head shall respond in writing to the Union President or his designated representative within five (5) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented by the President or Union representative to the Municipal Manager in writing within ten (10) working days after the response of the Department head is due. The Municipal Manager shall meet with all parties involved within ten (10) working days and shall render a decision in writing within five (5) working days following such meeting.

STEP 4. If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Municipal Manager is due, by written notice to the Municipal Manager, proceed to arbitration. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days of such decision and shall be final and binding on both parties.

### Section 16.3

The following procedure will be used to secure the services of an arbitrator:

- a) A representative of the Township and a representative of the Union will attempt to select a mutually satisfactory arbitrator.
- b) If they are unable to do so within ten (10) working days after the Municipal Manager was notified of the Union's decision to go to arbitration, a request will be made to the New Jersey Board of Mediation or to the American Arbitration Association.

### Section 16.4

Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Statutes of New Jersey, there shall be no right of arbitration under the provisions of this article.

### Section 16.5

The Union will notify the Township in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Such employees so designated by the Union will be permitted to confer with other Union representatives, employees and with Township representatives regarding matters of employee representation, during working hours without loss of pay provided, however, all employees shall secure the permission of their immediate supervisor, which permission shall not be denied.

SECTION 17  
HEAT CLAUSE

Section 17.1

It is mutually agreed between the Township and the Union that when a heat index of 80 degrees is reached, no outside hot asphalt work will be performed in accordance with the Temperature-Humidity Index which is attached and marked as Appendix 1. It will be the responsibility of supervisory personnel to ascertain whether a T.H.I. of 80 degrees is reached. Furthermore, once this level is reached, work will continue until all remaining blacktop or other materials on loaded trucks have been placed. No additional trucks will be dispatched unless an unsafe condition would result in which case the supervisor and/or department head will only order enough material to rectify the dangerous condition.

SECTION 18  
UNIFORMS

Section 18.1

The Township will contract with a uniform company to provide and maintain uniforms for all employees.

SECTION 19  
JOB POSTINGS

Section 19.1

Notice of all vacancies shall be posted on employee bulletin boards. Newly created positions, vacancies or promotional jobs shall be posted in the following matter:

Position Classification  
Location (department, etc.)  
Rate of Pay  
Hours of Work  
Person to Contact

SECTION 20  
PROMOTIONS

Section 20.1

It shall be the policy of the employer to promote to supervisory positions from the ranks of employees covered by this collective bargaining agreement whenever possible.

SECTION 21

LONGEVITY

Section 21.1

Each full-time employee shall be entitled to longevity pay based solely on the length of full-time employment with the Township of Lawrence. The payments shall be made in conjunction with the payment of the base rate of an employee's compensation and shall be in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
8 Years	\$600	\$700	\$800
12 Years	900	1,000	1,100
16 Years	1,200	1,300	1,400
20 Years	1,500	1,600	1,700
24 Years	1,800	1,900	2,000
28 Years	2,100	2,200	2,300

Section 21.2

Longevity pay, as heretofore set forth, shall become effective January 1<sup>st</sup> or July 1<sup>st</sup>, the date nearest to the anniversary date of employment.

SECTION 22  
EMPLOYEE ASSESSMENT REVIEW SYSTEM

Section 22.1

The Township will maintain an employee assessment review system for all employees covered by this contract. The system will include a formal process whereby the employee and his designee supervisor mutually formulate performance and goals and work standards appropriate to the job description which shall be the basis for measuring the employee's performance during a rating period.

Section 22.2

Where there are disagreements between the employee and his supervisor on performance assessment, the employee may note in writing the disagreements and may have a Union representative discuss the disagreements with the supervisor.

Section 22.3

Where the employee and the designated supervisor fail to reach an agreement on performance and employment goals and work standards, the disputed matter will be processed as a grievance through the grievance procedure. This review will become a part of the employee's permanent personnel record subject to changes per any grievance or arbitration proceedings.

Section 22.4

The required signature of the employee on the annual employee assessment review form or any related form shall be acknowledgment but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee.

Section 22.5

In the event of a proposed modification or change in part or all of the employee assessment review system, the Township shall agree to discuss such changes with the Union prior to its introduction and /or implementation.



Section 22.6

At no time shall an employee performance assessment review affect the employee's annual salary increase or increment.

Section 22.7

This review is confidential in nature and cannot be shared in any manner.

## SECTION 23

### TOOLS

#### Section 23.1

The Township agrees to replace at its cost any tools owned by mechanics of any title if those tools are worn out, lost or broken. New tools (not replacements) needed as a result of changes in technology, will be purchased and owned by the Township.

SECTION 24  
TERM AND RENEWAL

Section 24.1

This Agreement shall be in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days prior the budget submission date in the year of the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

SECTION 25  
SEVERABILITY AND SAVINGS

If any provision of this contract shall be adjudged invalid, said section shall be considered removed from the contract. Such adjudication shall not affect the validity of the remaining sections which shall be deemed severable there from.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Lawrence Township, New Jersey on the 20 day of MAY, 2003.

LOCAL 2476, COUNCIL 73.  
AFSCME, AFL-CIO

  
Robert Calderone, President

TOWNSHIP OF LAWRENCE,  
COUNTY OF MERCER

  
William J. Guhl, Municipal Manager

## APPENDIX 1

### TEMPERATURE/HUMIDITY INDEX

Different combinations of heat and moisture in the air cause different sensations of comfort or discomfort in human beings. "Temperature/Humidity Index" is a term used by the Weather Bureau to express what this combined temperature/humidity effect has on the majority of people, although it is known that individual reactions vary considerably from person to person.

By extensive laboratory tests, "Temperature/Humidity Index" values have been established for each group of separate simultaneous air temperature and relative humidity readings which give equivalent feelings of comfort. The index can also be computed using wet bulb or dew point temperatures from which, in combination with the air temperature, relative humidities may be computed.

The "Temperature/Humidity Index" has a direct relationship with the level of comfort experienced by most people. Relatively few people in summer will be uncomfortable from heat and humidity while the Index reaches 75. Almost everyone will be uncomfortable by the time the Index reaches 79, and discomfort becomes more acute as the index climbs still higher. Infrequently in some parts of the United States, the Temperature/Humidity Index values reach as high as 90.

Several equations which may be used to compute Temperature/Humidity Index values are given below. The choice of the one used will depend on the observational data available.

$$\text{T.H.I.} = 0.4 (td + tw) + 15$$

$$\text{T.H.I.} = .55 td + .2 tdp + 17.5$$

$$\text{T.H.I.} = td - (0.55RH) (td - 58)$$

T.H.I. is Temperature/Humidity Index; td is dry bulb (air) temperature in Fahrenheit degrees; tw is wet bulb temperature in Fahrenheit degrees; tdp is dew point temperature in Fahrenheit degrees; RH is relative humidity expressed in decimals (e.g., 0.65 is used for 65%).

BLUE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
GRADE 1 Building Service Worker	1	25,023	25,836	26,676
	2	25,752	26,589	27,453
	3	26,481	27,342	28,230
	4	27,171	28,054	28,966
	5	27,861	28,766	29,701
	6	28,552	29,480	30,438
	7	29,243	30,193	31,174
	8	29,933	30,906	31,910
	9	30,623	31,619	32,646
	10	31,314	32,332	33,382
	11	32,004	33,044	34,118
	12	32,695	33,757	34,854
	13	33,385	34,470	35,590
GRADE 2 Laborer	1	26,011	26,856	27,729
	2	26,886	27,759	28,662
	3	27,761	28,663	29,594
	4	28,635	29,566	30,527
	5	29,510	30,469	31,459
	6	30,384	31,372	32,391
	7	31,259	32,275	33,324
	8	32,133	33,178	34,256
	9	33,008	34,081	35,188
	10	33,883	34,984	36,121
	11	34,758	35,888	37,054
	12	35,634	36,792	37,987
	13	36,509	37,696	38,921
GRADE 3 Street Repairer	1	28,941	29,882	30,853
	2	29,978	30,952	31,958
	3	31,014	32,022	33,063
	4	32,052	33,094	34,169
	5	33,090	34,165	35,275
	6	34,127	35,236	36,381
	7	35,164	36,307	37,486
	8	36,201	37,377	38,592
	9	37,238	38,448	39,698
	10	38,275	39,519	40,803
	11	39,312	40,589	41,909
	12	40,352	41,664	43,018
	13	41,393	42,738	44,127

BLUE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
<b>GRADE 4</b>				
Recreation & Park Maintenance Worker	1	26,011	26,856	27,729
	2	26,883	27,757	28,659
	3	27,756	28,658	29,590
	4	28,629	29,559	30,520
	5	29,502	30,461	31,451
	6	30,375	31,362	32,382
	7	31,249	32,264	33,313
	8	32,122	33,166	34,244
	9	32,996	34,069	35,176
	10	33,869	34,969	36,106
	11	34,741	35,870	37,036
	12	36,691	37,883	39,114
	13	38,640	39,896	41,193
<b>GRADE 5</b>				
Maintenance Repairer	1	30,510	31,501	32,525
	2	31,561	32,587	33,646
	3	32,612	33,672	34,767
	4	33,664	34,758	35,887
	5	34,715	35,843	37,008
	6	35,765	36,928	38,128
	7	36,816	38,013	39,248
	8	37,867	39,097	40,368
	9	38,917	40,182	41,488
	10	39,969	41,268	42,610
	11	41,021	42,354	43,731
	12	42,071	43,439	44,850
	13	43,121	44,523	45,970
<b>GRADE 6</b>				
Senior Street Repairer Tree Climber	1	28,941	29,882	30,853
	2	29,921	30,894	31,898
	3	30,901	31,905	32,942
	4	32,017	33,058	34,132
	5	33,134	34,211	35,323
	6	34,247	35,360	36,509
	7	35,360	36,510	37,696
	8	36,473	37,659	38,883
	9	37,587	38,808	40,070
	10	38,700	39,958	41,257
	11	39,814	41,108	42,444
	12	41,056	42,391	43,768
	13	42,298	43,673	45,093

BLUE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
<b>GRADE 7</b>				
Senior Recreation & Park Maintenance Worker	1	28,941	29,882	30,853
	2	29,825	30,794	31,795
	3	30,708	31,706	32,736
	4	31,591	32,618	33,678
	5	32,475	33,530	34,620
	6	33,358	34,443	35,562
	7	34,242	35,355	36,504
	8	35,125	36,267	37,445
	9	36,008	37,178	38,387
	10	36,892	38,091	39,329
	11	37,775	39,003	40,271
	12	38,660	39,916	41,213
	13	39,544	40,829	42,156
<b>GRADE 8</b>				
Traffic Maintenance Worker Motor Broom Driver	1	30,510	31,501	32,525
	2	31,670	32,699	33,762
	3	32,831	33,898	34,999
	4	33,992	35,097	36,237
	5	35,153	36,296	37,476
	6	36,314	37,494	38,713
	7	37,474	38,692	39,950
	8	38,634	39,890	41,187
	9	39,795	41,088	42,424
	10	40,956	42,287	43,661
	11	42,117	43,485	44,899
	12	43,279	44,686	46,138
	13	44,442	45,886	47,378
<b>GRADE 9</b>				
Heavy Equipment Operator Senior Maintenance Repairer Senior Maintenance Repairer/Electrician	1	30,510	31,501	32,525
	2	32,022	33,063	34,138
	3	33,535	34,625	35,750
	4	35,048	36,187	37,363
	5	36,560	37,749	38,975
	6	38,073	39,310	40,587
	7	39,585	40,871	42,199
	8	41,098	42,434	43,813
	9	42,612	43,997	45,427
	10	44,124	45,558	47,039
	11	45,636	47,120	48,651
	12	47,152	48,684	50,266
	13	48,667	50,249	51,882



BLUE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
<b>GRADE 10</b>				
Mechanic Hepler	1	28,941	29,882	30,853
	2	29,628	30,591	31,586
	3	30,315	31,301	32,318
	4	31,138	32,150	33,195
	5	31,960	32,999	34,071
	6	32,878	33,947	35,050
	7	33,797	34,895	36,029
	8	34,717	35,845	37,010
	9	35,638	36,796	37,992
	10	36,557	37,745	38,972
	11	37,476	38,694	39,952
	12	38,396	39,644	40,932
	13	39,315	40,593	41,912
<b>GRADE 11</b>				
Senior Building Service Worker	1	29,423	30,380	31,367
	2	29,869	30,840	31,842
	3	30,315	31,301	32,318
	4	31,071	32,081	33,124
	5	31,827	32,861	33,929
	6	32,583	33,642	34,736
	7	33,340	34,423	35,542
	8	34,096	35,204	36,348
	9	34,852	35,985	37,155
	10	35,609	36,766	37,961
	11	36,365	37,547	38,767
	12	37,121	38,328	39,573
	13	37,878	39,109	40,380
<b>GRADE 12</b>				
Mechanic	1	31,294	32,311	33,361
	2	32,741	33,805	34,904
	3	34,189	35,300	36,447
	4	35,636	36,795	37,990
	5	37,084	38,290	39,534
	6	38,531	39,783	41,076
	7	39,978	41,277	42,619
	8	41,426	42,773	44,163
	9	42,875	44,268	45,707
	10	44,323	45,763	47,250
	11	45,770	47,258	48,794
	12	47,219	48,753	50,338
	13	48,667	50,249	51,882

BLUE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
<b>GRADE 13</b>				
Mechanic Diesel/Hydraulics	1	33,645	34,739	35,868
	2	35,049	36,189	37,365
	3	36,454	37,638	38,862
	4	37,858	39,088	40,358
	5	39,262	40,538	41,855
	6	40,666	41,988	43,352
	7	42,070	43,437	44,849
	8	43,474	44,887	46,345
	9	44,877	46,336	47,842
	10	46,282	47,786	49,339
	11	47,687	49,236	50,837
	12	49,092	50,687	52,335
	13	50,497	52,138	53,833
<b>GRADE 14</b>				
Senior Mechanic	1	35,996	37,165	38,373
	2	37,357	38,571	39,824
	3	38,717	39,976	41,275
	4	40,078	41,381	42,726
	5	41,439	42,786	44,177
	6	42,800	44,191	45,627
	7	44,161	45,596	47,078
	8	45,521	47,000	48,528
	9	46,881	48,404	49,978
	10	48,242	49,810	51,428
	11	49,603	51,215	52,879
	12	50,965	52,621	54,331
	13	52,327	54,027	55,783
<b>GRADE 15</b>				
Senior Mechanic Diesel	1	35,996	37,165	38,373
	2	37,518	38,738	39,997
	3	39,041	40,310	41,620
	4	40,564	41,883	43,244
	5	42,087	43,455	44,867
	6	43,611	45,028	46,491
	7	45,134	46,601	48,115
	8	46,657	48,173	49,739
	9	48,180	49,746	51,362
	10	49,703	51,318	52,986
	11	51,226	52,890	54,609
	12	52,747	54,462	56,232
	13	54,269	56,033	57,854